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claims of U.S. Patent No. 5,858,515, which is incorporated by reference into the Applicants' specification. In fact, this exact language appears in claim 1 of U.S. Patent 5,858,515.

To clarify the rejection, the Examiner states that the structure intended to be recited by the term "continuous" can not be ascertained.

The term "continuous" defines the bonded area. That is, the bond area of the surface of the nonwoven is interconnected such that there are no breaks in the bonded area. This is clearly shown by U.S. Patent 5,858,515, which is incorporated by reference. Looking at Figure 1 of U.S. Patent 5,858,515, reference numeral 6 shows the continuous bonded areas. It is rather clear from this figure what is intended by this language. In addition, the language of claims 1, 13 and 29 requires that the continuous bonded areas define a plurality of discrete unbonded areas. These unbonded areas are represented by reference numeral 8 of Figure 1 of U.S. Patent 5,858,515. As a comparison for conceptual purposes only, the unbonded areas are similar to a series of islands in water, where the water represents the bonded areas. Therefore, the language rejected by the Examiner has an art recognized meaning, as is shown by U.S. Patent 5,858,515, and the meaning of the language is readily understood by reading the present specification and the patents incorporated by reference.

The definiteness of claim language is not read in a vacuum, but in light of the teachings of the prior art and in light of the content of the specification of the application in question. See MPEP 2173.2. Therefore, Applicants respectfully request the Examiner withdraw this rejection since the metes and bounds of the claim language is readily ascertainable to one skilled in the art.

Claims 1-11 were rejected under 35 U.S.C. § 102(b) as being anticipated by Midkiff, U.S. Patent 5,667,562. Applicants respectfully traverse this rejection.

Before addressing this rejection and other art based rejections made in the Office Action, Applicants believe that it would be beneficial to again describe the claimed invention.

The present invention is directed to a material that protects articles having a sensitive surface from damage caused by particles, such as dust, dirt and the like. Articles, such as DVD's, CD's and the like, have surfaces which are easily damaged by particles, such as dust and dirt. These particles on the surface of a CD, DVD or the like, can damage the article by scratching the surface and causing the optical reader, in the case of CD's and DVD's to "skip" from one optical groove to another. Other surfaces, such as transparencies, lithographic disc and phonograph records can also be damaged by particles. The inventors of the present

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invention have discovered that the protective material of the present claims can be used to protect items with a sensitive surface, by storing the item in or in contact with the protective material of the present invention. The sliding action of placing the item with a sensitive surface into contact with the protective material allows the protective material to clean the sensitive surface of particles and the like. In addition, the particles are trapped by the protective material, preventing a majority of the captured particles from being redeposited onto the sensitive surface of the article.

As is pointed out in the specification on page 19, the unique structure of the claimed nonwoven web used in the sensitive surface protective material allows the particles and other contaminants to move into the web matrix. This, in conjunction with the electret treatment, gives a fabric material which is very effective in preventing damage to sensitive surfaces and allows for effective cleaning (removal of particles) from the sensitive surface. This unique combination of properties is not taught or suggested in the prior art.

In the statement of the rejection, the Examiner states:

"Midkiff teaches that the web has bonds at almost every fiber cross-over point (col. 7, lines 55-57); therefore, Midkiff teaches that the nonwoven web is bonded with a pattern having continuous bonded areas defining a plurality of discrete unbonded areas" (page 5 of the Office Action).

In response, Applicants point out that the bonding of Midkiff is thru-air bonding, which bonds the randomly laid fibers at the cross-over points. This bonding does not result in a pattern of unbonded discrete unbonded areas which are surrounded by bonded area. In the discrete unbonded areas of the present invention, the fiber cross-over point are not bonded, which thereby gives the unbonded areas. As is set forth in the specification, on page 8, the fibers or filaments within the discrete unbonded areas are dimensionally stabilized by the continuous bonded areas that encircle or surround each unbonded area. The unbonded areas are specifically designed to afford spaces between fibers or filaments within the unbonded areas. This allows the fibers to freely move within the unbonded areas, hence allowing the material to capture and hold particle.

In clear contrast, the bonding in Midkiff is random, in that where the randomly laid fibers cross-over one another, the fibers are bonded to one another. This is not pattern bonding as claimed by the Applicants, but results in random bonding of the fibers, i.e. bonding in the random manner in which the fiber cross one another. There are not discrete areas of unbonded fibers surrounded by a bonded area which is continuous.

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Therefore, Midkiff fails to teach the claim limitation requiring that the nonwoven be bonded in a pattern of continuous bond areas defining a plurality of unbonded areas. Hence Midkiff fails to anticipate claims 1-11, within the meaning of 35 USC § 102(b).

Claims 13-26 and 29-31 were rejected under 35 U.S.C. § 103 as allegedly being obvious to one of ordinary skill in the art at the time the invention was made and thus unpatentable over U.S. Patent No. 5,667,562 to Midkiff in view of U.S. Patent 6,186,320 to Drew. Applicants respectfully traverse this rejection.

In addition, claims 28 was rejected under 35 U.S.C. § 103 as allegedly being obvious to one of ordinary skill in the art at the time the invention was made and thus unpatentable over U.S. Patent No. 5,667,562 to Midkiff in view of "the admitted prior art of Applicant". This rejection is respectfully.

As is stated above, Midkiff does not teach the Applicants' claimed bond pattern on the nonwoven web. Drew fails to remedy this deficiency of Midkiff. In order for a rejection under 35 USC § 103, the invention, as a whole, including all of the limitations of the claims must be taught or suggest by the prior art relied upon to reject the claims. Given that none of the references relied upon by the Examiner teach or suggest the Applicants claimed bond pattern, not all of the claim limitations are not taught or suggested. Hence the rejections under 35 USC § 103 is untenable and should be withdrawn.

Applicants find it unnecessary to comment on the Examiner other comments regarding the other claims, since the claimed structure of the claimed nonwoven web of the sensitive surface protective material is clearly not taught by Midkiff.

Drew fails to remedy the deficiencies of Midkiff as noted above. Further, Drew et al. further supports the non-obviousness of the present invention. Specifically, Drew et al. show a nonwoven web used as a sensitive surface protective material, but does not teach that the nonwoven web should be electret treated. Electret treated nonwoven webs were known in the art more than 4 years before Drew filed his patent application. Had using an electret treated nonwoven been obvious to one skilled in the art, Drew would have surely stated that the nonwoven web should be electret treated. However, Drew did not. Drew would not want to electret treat his nonwoven web, since the electret treatment would have drawn particles to the nonwoven web. As is noted in the present specification, the structure of the claimed nonwoven web allows for the particle to be trapped by the matrix of the nonwoven web. In the case of Drew, nonwoven web is run through compression rollers to bond the nonwoven material. (See

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column 4, lines 56-65), and no specific bond pattern is described. If the nonwoven web of Drew is unable to allow the particles to enter the matrix, the particles would remain on the surface of the nonwoven web, thereby causing more scratching to the sensitive surface since the particles would remain in contact with the surface. Therefore, Drew would not want to electret treat his nonwoven web, due to the likelihood that the particles would remain on the surface of the nonwoven web used by Drew and in contact with the sensitive surface.

Hence, Drew fails to remedy the deficiencies of Midkiff. The Applicants respectfully submit that this rejection also is untenable and should also be withdrawn.

In view of the forgoing remarks, it is respectfully submitted that the above-identified application is in condition for allowance. Such allowance is respectfully requested.

Please charge any prosecutorial fees which are due to Kimberly-Clark Worldwide, Inc. deposit account number 11-0875.

If the Examiner has any questions or concerns, the undersigned may be reached at: 770-587-7204.

Respectfully submitted,

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CERTIFICATE OF FACSIMILE

I, Rosemarie Enright, hereby certify that on September 2, 2003 this document is being transmitted via facsimile (703-872-9310) addressed to Examiner W. Aughenbaugh, Art Unit 1772.

By: 

Rosemarie Enright

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